

**DISTRICT OF COLUMBIA COURTS
SOLICITATION, OFFER AND AWARD
FOR SUPPLIES, OR SERVICES**

ISSUED BY: DISTRICT OF COLUMBIA COURTS
ADMINISTRATIVE SERVICES DIVISION
PROCUREMENT AND CONTRACTS BRANCH
616 H STREET, N.W., ROOM 612
WASHINGTON, D.C. 20001

DATE ISSUED: May 26, 2016

OPENING DATE: _____

OPENING TIME: _____

SOLICITATION NUMBER: DCSC-16-RP-0045

CLOSING DATE: June 15, 2016

CLOSING TIME: 2:00 P.M.

OFFER/BID FOR: FURNISH, DELIVER & INSTALL AN
AUTOMATED JURY MANAGEMENT SYSTEM (JMS)

MARKET TYPE: Open

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OFFER (TO BE COMPLETED BY OFFEROR) Note: In sealed bid solicitations “Offer” and Offeror” mean Bid” and Bidder.”

The undersigned offers and agrees that, with respect to all terms and conditions accepted by the Courts under “AWARD” below, this offer and the provisions of the RFP/IFB will constitute a Formal Contract.

<p style="text-align: center;">OFFEROR</p> <p>Name:</p> <p>Street:</p> <p>City, State:</p> <p>Zip Code:</p> <p>Area Code & Telephone Number:</p>	<p>Name and title of Person Authorized to Sign Offer: (Type or Print)</p>	
	<p>Signature</p> <p style="text-align: right;">(Seal)</p>	<p>Date:</p>
	<p>Impress Corporate Seal</p> <p>Corporate (Secretary) _____ (Seal) (Attest)</p>	

AWARD (To be completed by the District of Columbia Courts)

CONTRACT NO. _____ AWARD AMOUNT \$ _____

ACCEPTED AS TO THE FOLLOWING ITEMS:

<p>CONTRACT PERIOD: _____</p>	<p style="text-align: center;">DISTRICT OF COLUMBIA COURTS</p> <p style="text-align: center;">BY: _____</p> <p style="text-align: center;">CONTRACTING OFFICER</p> <p style="text-align: center;">AWARD DATE _____</p>
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All written communications regarding this solicitation should be addressed to the Contracting Officer and should be directed by e-mail to Maribel Torres, Contract Specialist at maribel.torres@dcsc.gov

This solicitation is an **OPEN MARKET** procurement.

REPRESENTATIONS, CERTIFICATIONS, AND ACKNOWLEDGMENTS

1. ACKNOWLEDGMENT OF AMENDMENTS

The offeror acknowledges receipt of Addenda to the solicitation and related documents numbered and dated as follows:

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

NOTE: Offeror may acknowledge addendum here or on addendum or both.

2. WALSH-HEALY ACT

If your offer is \$10,000 or more, the following information **MUST** be furnished:

(a) Regular Dealer

- () The Offeror is a Regular Dealer pursuant to Clause 30 of the Government of the District of Columbia Standard Contract Provisions for Use with District of Columbia Government Supplies and Services Contracts (December 1984).
- () The Offeror is not a Regular Dealer pursuant to Clause 30 of the Standard Contract Provisions.

(b) Manufacturer

- () The Offeror is a Manufacturer pursuant to Clause 30 of the Government of the District of Columbia Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts.

- () The Offeror is not a Manufacturer pursuant to Clause 30 of the District of Columbia Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts.

3. BUY AMERICAN CERTIFICATION

The Offeror hereby certifies that each end product, except the end products listed below, is a domestic end product (as defined in Clause 29 of the District of Columbia Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts, "Buy American Act"), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

EXCLUDED END PRODUCTS

COUNTRY OR ORIGIN

4. OFFICERS NOT TO BENEFIT CERTIFICATION

Each Offeror shall check one of the following:

- ____ (a) No person listed in Clause 16 of the District of Columbia Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts will benefit from this contract.
- ____ (b) The following person(s) listed in Clause 16 District of Columbia Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts may benefit from this contract. For each person listed, attach the affidavit required by Clause 16 of the District of Columbia Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts.

5. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

- (a) Each signature on the offer is considered to be a certification by the signatory that:
- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offer;
 - (2) The prices in this offer have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other offeror or competitor

before offer opening unless otherwise required by law; and

- (3) No attempt has been made or will be made by the Offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory;
 - (1) Is the person in the Offeror's organization responsible for determining the prices being offered in this offer, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) above; or
 - (2)
 - (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) above:

(insert full name or person(s) in the organization responsible for determining the prices offered in this offer and the title of his or her position in the Offeror's organization);
 - (ii) As an authorized agent, does certify that the principals named in subdivision (b) (2) (1) above have not participated, and will not participate, in any action contrary to subparagraphs (a) (1) through (a) (3) above; and
 - (iii) As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a) (1) through (a) (3) above.
- (c) If Offeror deletes or modifies subparagraph (a) (2) above, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

6. TYPE OF BUSINESS ORGANIZATION

Offeror operates as () an individual, () a partnership, () a nonprofit organization, () a corporation, incorporated under the laws of the State of _____, () a joint venture, () other.

7. PAYMENT IDENTIFICATION NO.

The District of Columbia Courts utilizes an automated vendor database. All firms are required to submit their Federal Tax Identification Number. Individuals must submit

their social security numbers.

Please list below applicable vendor information:

Federal Tax Identification Number: _____

Or

Social Security Number: _____

Dun and Bradstreet Number: _____

Legal Name of Entity Assigned this Number: _____

Street Address and/or Mailing Address: _____

City, State, and Zip Code: _____

Type of Business: _____

Telephone Number: _____

Fax Number: _____

**PAYMENTS UNDER TERMS OF ANY CONTRACT RESULTING FROM THIS
SOLICITATION WILL BE HELD IN ABEYANCE PENDING RECEIPT OF A VALID
FEDERAL TAX IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER.**

PART I

SECTION B - SUPPLIES OR SERVICES AND PRICE/COST

- B.1 The District of Columbia Courts is seeking a qualified Contractor to furnish, deliver and install a Jury Management System (JMS) in accordance with this solicitation. The Courts intend to award a firm-fixed price contract.
- B.2 The offeror shall submit a price for the services specified below in Sections B.3 and in accordance with this Request for Proposals (RFP).

B.3 TOTAL CONTRACT PRICE

B.3.1 Base Year

Item Number	Description	Quantity	Unit	Total Price
0001	Jury Management System (JMS) (Itemize – See Clause L.2.7)	1	Job	

B.3.2 Option Year One

Item Number	Description	Quantity	Unit	Total Price
1001	Maintenance and Support	12	Months	\$

B.3.3 Option Year Two

Item Number	Description	Quantity	Unit	Total Price
2001	Maintenance and Support	12	Months	\$

B.3.3 Option Year Three

Item Number	Description	Quantity	Unit	Total Price
3001	Maintenance and Support	12	Months	\$

B.3.5 Option Year Four

Item Number	Description	Quantity	Unit	Total Price
4001	Maintenance and Support	12	Months	\$

B.4 GOAL

- B.4.1 The goal of this project is to implement a state-of-the-art Jury Management System (JMS) at the District of Columbia Courts (Court), 500 Indiana Avenue, NW, Washington, DC 20001. The Court is seeking a qualified vendor to provide a JMS in accordance with the technical specifications and provisions of this Request for Proposal.
- B.4.2 The JMS implementation will be carried out based on an approved “JMS Project

Plan” to be developed by the contractor. The project plan is described in Section C.4 “PROJECT MANAGEMENT APPROACH.”

B.4.3 A replacement JMS will be selected through this competitive acquisition process.

B.5 **BACKGROUND**

B.5.1 The Courts, the judicial branch of the District of Columbia government, is comprised of the Court of Appeals (DCCA), the highest court of the District; the Superior Court of the District of Columbia (DCSC), a trial court with general jurisdiction over virtually all local legal matters; and the Court System (DCCS), which provides administrative support functions for both Courts. Its mission is to protect rights and liberties, uphold and interpret the law, and resolve disputes peacefully, fairly and effectively in the Nation's Capital. The Courts’ mission and its operations rely heavily on information technology (IT), and the organization’s dependence on technology will continue into the future.

The Court’s current JMS utilizes a client/server technology and has some significant capabilities that the IT Division has actively enhanced over the years. A notable accomplishment is disbursement of jury payments by debit cards and interfacing with the District of Columbia's Board of Elections, Department of Taxation, and Department of Motor Vehicles. However, while the current system has served the Court well, the system is beyond its useful life in terms of its ability to satisfy current business requirements in a cost-effective manner. Upgrading to a new JMS will not only provide the Court with much needed functionality but will also enable IT Division staff to work with greater efficiency.

B.5.2 The primary assumptions made in regard to the acquisition of the JMS are to implement a system that will notify and track juror participation and reduce the costs attributed to the phase-out of the current client/server Jury Management System.

B.5.3 It is expected that the new JMS will enhance the Court’s juror management processes by:

1. Enabling better integration of juror management information with the Court’s case management system, business intelligence system, and other District of Columbia agencies.
2. Facilitating juror management planning, scheduling, process control, and monitoring, thereby improving efficiency and service to the public.
3. Reducing the flow of paper across and within the Court’s operating divisions.
4. Improving the accessibility of data, quality of information, and effectiveness

of statistical reporting.

5. Enhancing the visibility of juror management practices to the public.

END OF CLAUSE

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C. STATEMENT OF WORK

C.1 OVERVIEW

- C.1.1 The Court is soliciting competitive sealed proposals for all labor, materials, equipment, expertise, and supervision to furnish, deliver, and install an automated JMS.
- C.1.2 The Court is seeking to procure a robust COTS-based, stand-alone JMS that utilizes a relational database management system (RDBMS) structure for the automated management of jurors through the entire jury life cycle, including random selection, notification, qualification, attendance, excusals, postponements, exemptions, placement on a jury, payment, and record of service.
- C.1.3 The Courts supports Active Directory 2008, Active Directory 2012, Windows Server 2008 R2, Windows Server 2012R2, Windows 7 or higher, Microsoft Office 2007 or higher, and Microsoft Exchange 2010 or higher.
- C.1.4 Features of the new system shall address the creation and maintenance of jury lists, notice generation, randomization of jurors, jury attendance, juror payments, panel selection, group selection, and statistical reporting.
- C.1.5 System pricing shall include database and software licensing and post installation maintenance and support, for a base and four option years to include:
1. Product support (e.g. phone, knowledge base).
 2. Application software upgrades.
- C.1.6 The Courts' supported data architecture systems are Oracle supported products and Microsoft SQL supported products.
- C.1.7 Contractor shall provide to the Court copies of all end user software licensing agreements for all "off the shelf" software. Licenses for all off-the-shelf software shall be provided to the Court with all rights to use the software.
- C.1.8 Contractor shall be required to keep the system source code in escrow so that the Court can legally obtain the source code in the event that the contractor goes out of business or otherwise.
- C.1.9 Contractor shall submit with their proposal, a payment scheduled that is linked to specified milestones and deliverables identified in its Implementation Plan.

C.2 **PROJECT SCOPE**

C.2.1 Contractors should complete the columns as follows:

1. Yes = Your solution currently supports the requirement without the need of customization or modification.
2. Future Release Version / Date = Your solution will support the requirement in a future version. Please supply the date of future release.
3. Customization/Modification Required = Your solution does not currently support the requirement but the requirement could be met with a customization or modification. Please supply details (e.g. level of effort, cost).
 - a. “Customization” is defined as a change to the configuration but not a change to the core code.
 - b. “Modification” is defined as a change to the core code.
4. Further Info Provided by Contractor = Please provide any additional comments needed relative to the requirement.

C.3 **JUROR MANAGEMENT SYSTEM REQUIREMENTS**

The requirements are as follows:

Requirements	Yes	Future Release Version / Date	Customization/ Modification Required	Further Info Provided by Contractor
1.1 Creation of a Master Juror List				
1.1.1 The system shall allow the ability to create/update a Master Juror List				
1.1.1.1 The system shall provide the ability to merge records from D.C. Government Agencies with the Master Juror Database.				
1.1.1.1.1 The system shall provide the ability to merge records from the D.C. Office of Tax and Revenue.				
1.1.1.1.2 The system shall provide the ability to merge records from the D.C. Department of Motor Vehicles.				
1.1.1.1.3 The system shall provide the ability to merge records from the D.C. Board of Elections and Ethics.				
1.1.1.1.4 The system shall provide the ability to merge records from the D.C. Department of Human Services.				
1.1.1.1.5 The system shall provide the ability to merge records from the D.C. Department of Employment Services.				
1.1.1.1.6 The system shall provide the ability to merge records from the D.C. List of Newly Naturalized Citizens.				
1.1.1.1.7 The system shall provide the ability to merge records from other third-party sources.				
1.1.2 The system shall provide the ability to utilize a well-defined algorithm for creation of a Juror Wheel				
1.1.2.1 The system shall provide the ability to delete duplicate records from the Master Juror List.				
1.1.2.2 The system shall compare the Master Juror List against the National Change of Address (NCOA) database and eliminate individual pieces of data that are incorrect, incomplete, or duplicated. NOCA updates must be done quarterly. The Court shall be provided with a CASS (Coding Accuracy Support System) certification upon completion of each of the				

Requirements	Yes	Future Release Version / Date	Customization/ Modification Required	Further Info Provided by Contractor
quarterly updates.				
1.2 Jurors' Office Functions				
1.2.1 The system shall provide for juror qualification.				
1.2.2 The system shall provide the ability to enter and maintain juror occupations as a free field.				
1.2.3 The system shall provide for juror information update capability.				
1.2.4 The system shall provide a juror comment field in the juror's record and the ability to record notes, such as deferral history.				
1.2.5 The system shall provide for juror inquiry.				
1.2.6 The system shall provide for jury panel request with the ability to create a panel, add to a panel (create additional panels), return panel, reinstate a panel member, and archive & retrieve archived panels.				
1.2.7 The system shall provide for jury panel inquiry.				
1.2.8 The system shall provide for jury panel assignment.				
1.2.9 The system shall provide for jury panel member update.				
1.2.10 The system shall provide for jury panel member inquiry.				
1.2.11 The system shall provide for jury attendance update.				
1.2.12 The system shall provide for juror attendance inquiry.				
1.2.13 The system shall provide for juror pool check-in update.				
1.2.14 The system shall provide for juror name cross reference.				
1.2.15 The system shall provide for juror void attendance.				
1.2.16 The system shall provide for jury history venire update.				

Requirements	Yes	Future Release Version / Date	Customization/ Modification Required	Further Info Provided by Contractor
1.2.17 The system shall provide for jury history panel update.				
1.2.18 The system shall provide for juror info/check-in update.				
1.2.19 The system shall provide for juror undeliverable update with the ability to perform mass undeliverable updates and deceased updates via barcode/ Quick Response Code (QR code).				
1.2.20 The system shall provide for juror deceased update.				
1.2.21 The system shall provide the ability to flag a juror with special needs and the ability to notify staff and juror when a request for special needs is requested.				
1.3 Juror Selection				
1.3.1 The system shall provide for the ability to utilize a well-defined randomization algorithm for juror selection using the jury wheel.				
1.3.2 The system shall provide for the ability to restrict specific jurors from certain jury panels.				
1.3.3 The system shall provide for the ability for assignment of “group or separate” numbers for use in managing jurors with a “call-in” or “call-off” system. This ability should provide the function to be turned off/on by the Court user so that the option to call on/off individual jurors is possible.				
1.4 Juror Notification				
1.4.1 The system shall provide the ability for users to create petit and grand jury pools.				
1.4.2 The system shall provide the ability to create the jury summonses based on juror selection.				
1.4.3 The system shall automatically print a detachable juror ID badge that contains a unique bar code on the individual juror summons.				
1.4.4 The system shall provide for the ability to create the second summonses.				
1.4.5 The system shall provide for the ability to create				

Requirements	Yes	Future Release Version / Date	Customization/ Modification Required	Further Info Provided by Contractor
the summonses for supplemental jurors.				
1.4.6 The system shall provide for the ability to create show cause summonses.				
1.4.7 The system shall provide for the ability to summon jurors 45 days in advance of the expected date of jury service.				
1.4.8 The system shall provide for the ability to create the mailing for juror summonses.				
1.4.9 The system shall provide for the update to juror history files.				
1.4.10 The system shall provide the ability to record when a juror is told not to report.				
1.4.11 The system shall provide the ability for users to edit/revise all content (text/wording and digital signatures) on summonses, notifications, and mailings.				
1.4.12 The system shall have the ability to opt-in/opt-out feature to send SMS text and email to jury.				
1.4.13 The system shall provide the option for users to select the output format for notices (.DOCX, .PDF, etc) as well as the delivery method (printer, email, etc).				
1.5 Juror Qualification				
1.5.1 The system shall provide for the ability to manually process qualification questions in response to jury summonses.				
1.5.2 The system shall provide for the ability for jurors to complete qualification questions online in response to jury summonses.				
1.5.3 The system shall provide for the ability to update juror history files.				
1.6 Track Juror Attendance				
1.6.1 The system shall provide for the ability to track juror attendance and allow users to place no-show jurors in FTA (Failure To Appear) status.				
1.6.2 The system shall provide for the ability to view				

Requirements	Yes	Future Release Version / Date	Customization/ Modification Required	Further Info Provided by Contractor
juror attendance records and allow the user to break-out juror attendance records in increments based on bi-annual service.				
1.6.3 The system shall provide for the ability to cross-reference a juror's name and SSN to obtain juror badge number.				
1.6.4 The system shall provide for the ability to qualify and check-in a juror simultaneously.				
1.6.5 The system shall provide for the ability to update the juror history file.				
1.7 Track Juror History				
1.7.1 The system shall provide for the ability to maintain a complete history of jurors and prospective jurors.				
1.7.2 The system shall provide for the ability to credit jurors for past dates of service.				
1.7.3 The system shall provide for the ability to view a juror's entire history.				
1.7.4 The system shall provide for the ability to annotate specific case information.				
1.8 Legal Management				
1.8.1 The system shall provide for the ability to perform enforcement/delinquency management.				
1.8.2 The system shall provide for the ability to track and process no-show jurors.				
1.9 Scheduling and Calendaring				
1.9.1 The system shall provide the ability to postpone a summoned juror to a new service date, track and limit the number of postponements given to a juror, specify the reason, and provide a range of specific dates from which a juror may select a certain date. The system must be capable of supporting this feature for the juror via a public-facing system and IVR and the Court user. The system must limit the juror to postpone service for a specific time frame configurable by the Court user (ex. 90 days). A Court user will have no time				

Requirements	Yes	Future Release Version / Date	Customization/ Modification Required	Further Info Provided by Contractor
frame limitation for the postponement.				
1.9.2 The system shall provide the ability to excuse a summoned juror from service, deny an excuse, or postpone a juror requesting an excuse, and record the identity of the person who records such action(s).				
1.9.3 The system shall provide the ability to process juror excuses in bulk.				
1.9.4 The system shall provide the ability to allow changes to deferral notices				
1.9.5 The system shall provide the ability to carry over empanelled jurors from one day (or week) to the next.				
1.9.6 The system shall provide the ability to exclude a range of dates.				
1.9.7 The system shall provide the ability to reprint voir dire panels and retain ALL panel and payroll information from the current system.				
1.9.8 The system shall provide the ability to support terms of juror service from 1 trial / 1 day to 1 month, 1 week, consecutive Mondays, Wednesdays, and Fridays, or several months.				
1.9.9 The system shall provide the ability to reschedule grand juror no-shows.				
1.9.10 The system shall provide the ability in the juror enrollment process to obtain selected information.				
1.9.11 The system shall provide the ability to use the current 4-digit panel number assignment system.				
1.9.12 The system shall provide the ability to return one or more jurors to the pool after voir dire process using manual and/or barcode/QR code scan process.				
1.9.13 The system shall provide the ability to produce an “anonymous” jury panel.				
1.9.14 The system shall provide the ability to view when a juror is returned to pool/current status.				
1.9.15 The system shall provide the ability to view the current list of empanelled jury members.				

Requirements	Yes	Future Release Version / Date	Customization/ Modification Required	Further Info Provided by Contractor
1.10 Statistics and Reporting				
1.10.1 The system shall provide the ability to maintain individual juror histories with confidentiality.				
1.10.2 The system shall provide the ability to record juror attendance, and create sequential numerical juror lists and numbered panels of a specific size.				
1.10.3 The system shall provide the ability to collect and report data on case dispositions (when a case starts and ends)				
1.10.4 The system shall have the ability to have reports generated in .PDF, .CSV, flat file, and .XLS (excel) formats.				
1.10.4.1 The system shall provide data on selected jurors.				
1.10.4.2 The system shall provide data on alternate jurors.				
1.10.5 The system shall provide the ability to "roll back" assigned jurors and relevant statistics when a panel is canceled.				
1.10.6 The system shall provide the ability to produce system-generated statistics on a daily, monthly, and yearly basis, both scheduled and ad hoc.				
1.10.6.1 The system shall provide the ability to report on the total panel size of completed cases (by case type).				
1.10.6.2 The system shall provide the ability to report on the number of trial days per completed case (by case type).				
1.10.6.3 The system shall provide the ability to report on the voir dire days per completed case (by case type).				
1.10.6.4 The system shall provide the ability to report on the fees paid, in forma pauperis costs, etc.				
1.10.7 The system shall provide the ability to create preformatted frequent use reports.				
1.10.8 The system shall provide the ability to reprint audit reports by using audit numbers.				
1.10.9 The system shall provide the ability to report ad hoc requests.				
1.10.10 The system shall provide the ability to support for ODBC (Open Database Connectivity)				

Requirements	Yes	Future Release Version / Date	Customization/ Modification Required	Further Info Provided by Contractor
reporting software such as Discoverer, Oracle Reports, and/or Crystal Reports.				
1.10.11 The system shall provide the ability to provide access to database definition and database model.				
1.10.12 The system shall provide the ability to enter basic case information to request and pull jury panels, including a jury list and report.				
1.10.13 The system shall provide the ability to request and pull additional or supplemental panels.				
1.10.14 The system shall provide the ability to produce daily/weekly/per jury panel payroll reports that include journal payment voucher number, juror number, juror name, check amount, check date, and check number.				
1.10.15 The system shall provide the ability to automatically capture statistics and produce jury management reports.				
1.10.15.1 The system shall provide a Summons Yield Report,				
1.10.15.2 The system shall provide a Costs per Trial Report.				
1.10.15.3 The system shall provide a Juror Activity Report.				
1.10.15.4 The system shall provide a Juror Fees Report.				
1.10.15.5 The system shall provide a Jurors to Voir Dire Report.				
1.10.15.6 The system shall provide a Sworn and Paid Report.				
1.10.15.7 The system shall provide a Pre-service Juror Analysis Report.				
1.10.15.8 The system shall provide a Jury Panel Usage and Averages Report.				
1.10.15.9 The system shall provide a Qualification Questionnaire Recap Report.				
1.10.16 The system shall provide recommended management reports.				
1.10.16.1 The system shall provide reports on the list merging process before merging.				
1.10.16.1.1 The system shall provide a report on the Master List size and distribution of status codes.				
1.10.16.1.2 The system shall provide a report on the number of out-of-District ZIP Codes on the master list.				

Requirements	Yes	Future Release Version / Date	Customization/ Modification Required	Further Info Provided by Contractor
1.10.16.1.3 The system shall provide a report on the distribution of length of time undeliverables that have been on the list.				
1.10.16.1.4 The system shall provide a report on the results of master list cleanup.				
1.10.16.2 The system shall provide for each of the following lists.				
1.10.16.2.1 The system shall provide a report on the size of each list.				
1.10.16.2.2 The system shall provide a report on the number of names rejected due to lack of SSN or other address field problems.				
1.10.16.2.3 The system shall provide a report on the number of internal SSN duplicates.				
1.10.16.3 The system shall provide reports on when lists are merged, before National Change of Address application: (update is performed)				
1.10.16.3.1 The system shall provide a report on the duplicates found as lists are rolled up.				
1.10.16.3.2 The system shall provide a report on the number of addresses updated and resultant source of new address.				
1.10.16.4 The system shall provide reports after National Change of Address: merge update process)				
1.10.16.4.1 The system shall provide a report on the number of names with National Change of Address update and number of these names formerly undeliverable.				
1.10.16.4.2 The system shall provide a report on the number of undeliverable names updated by lists but not verified by National Change of Address.				
1.10.16.4.3 The system shall provide a report on the statistics of the master file by status codes for comparison to the Master List.				
1.10.16.4.4 The system shall provide a report on the use of Delivery Point Validation (DPV) from Merkle or Anchor and what occurred previously when the last time a summons was sent to that				

Requirements	Yes	Future Release Version / Date	Customization/ Modification Required	Further Info Provided by Contractor
address. (This function shall test DPV.)				
1.10.16.5 The system shall provide reports for Qualification and Summoning:				
1.10.16.5.1 The system shall provide a report on each week summoning by yield components and by day.				
1.10.16.5.2 The system shall provide a report on each step of follow-up giving the yield based on the follow-up level.				
1.10.16.6 The system shall provide reports on pool management.				
1.10.16.7 The system shall provide the “The Day at a Glance Report.”				
1.10.17 The system shall provide reports to verify financial transactions.				
1.10.17.1 The system shall provide a weekly report on check sequence discrepancies and/or transaction exceptions in order to detect potential fraud.				
1.10.17.2 The system shall provide downloadable files in .csv format.				
1.10.17.3 The system shall be able to accept files in .csv format as an import from a third-party vendor.				
1.11 Document/Forms Generation				
1.11.1 The system shall issue jury summonses.				
1.11.2 The system shall Issue notices of deferrals, excuses, and failure to appear notices.				
1.11.3 The system shall generate a failure to appear notice of consequences and produce an order to show cause hearing form/summons.				
1.11.4 The system shall generate juror payments including juror fee, and/or donations.				
1.11.5 The system shall generate documents for courtroom use including but not limited to:				
1.11.5.1 The system shall generate the random list of jurors.				
1.11.5.2 The system shall allow a user to manually generate juror ID badges.				
1.11.5.3 The system shall generate the background and/or jury selection reports presenting detailed information				

Requirements	Yes	Future Release Version / Date	Customization/ Modification Required	Further Info Provided by Contractor
about each juror.				
1.11.6 The system shall provide the ability to produce a copy of the Certificate of Jury Service indicating days of service and reimbursement for the juror's employer.				
1.11.7 The system shall record juror attendance using bar code scanning technology.				
1.11.8 The system shall permit manual entry of juror attendance into the system.				
1.11.9 The system shall print pre-bar coded summons to a local printer.				
1.11.9.1 The system shall print a detachable juror badge containing a unique identifying bar code number on each summons printed to the local printer.				
1.12 Security & Privacy				
1.12.1 The system shall provide for integrated security with end-user established levels of functionality and viewing based on roles and responsibility levels.				
1.12.2 The system shall provide for the ability to seal juror records at case level or individually.				
1.12.3 The system shall provide for the ability to view juror and case history and date and time of juror activity and movement (prospective contractors shall provide a list of fields maintained).				
1.12.4 The system shall provide for the ability to pre-screen potential jurors and exclude panel members and transfer jurors from one panel to another.				
1.12.5 The system shall provide for the ability to create user profiles that control access to application and underlying tables.				
1.12.6 The system shall provide for the ability to provide application level password authentication.				
1.12.7 The system shall provide for the ability to view security access log.				
1.12.8 The system shall provide for the ability to record				

Requirements	Yes	Future Release Version / Date	Customization/ Modification Required	Further Info Provided by Contractor
the user id of a person performing transactions.				
1.12.9 The system shall provide for the ability to keep audit trails of changes to the database.				
1.12.10 The system shall provide an administrative user the ability to view audit trails.				
1.13 Scanning				
1.13.1 The system shall provide for the ability for automatic scanning to process returned mail via barcode/QR code.				
1.13.2 The system shall provide for the ability to scan the qualification function using barcode/QR code to ID juror questionnaire.				
1.13.3 The system shall provide for the ability to use a portable scanning device to gather data.				
1.13.4 The system shall provide for the ability to use barcode/QR code technology anywhere in the juror life cycle (juror qualification, preparation and service of summons), pre-service processing (excuse, postpone, transfer), in-house processing (attendance, return, completion of service) and post-service.				
1.13.5 The system shall provide for the ability to enter or scan a juror's badge to obtain courtroom/judge/panel information.				
1.13.6 The system shall provide for the ability to turn the scanning feature on and off at the end user's wish.				
1.14 Accounting / Payment / Debit Cards				
1.14.1 The system shall provide for the payment of juror fees by debit card and check.				
1.14.2 The system shall provide for the ability to resolve pay exceptions.				
1.14.3 The system shall provide for the ability for the end-user to define juror pay policies (different rates), including juror fee donations.				
1.14.4 The system shall provide for the ability to track juror pay, recording check and/or debit card account numbers.				

Requirements	Yes	Future Release Version / Date	Customization/ Modification Required	Further Info Provided by Contractor
1.14.5 The system shall provide for the ability for automatic credit to jurors for appropriate pay.				
1.14.6 The system shall provide for the ability to define and/or modify the juror pay rules.				
1.14.7 The system shall provide for the ability to issue attendance pay to jurors currently on trial via debit card.				
1.14.8 The system shall provide for the ability to issue travel pay to jurors via debit cards.				
1.14.9 The system shall provide the ability to issue attendance pay via debit cards daily to petit jurors.				
1.14.10 The system shall provide the ability to issue attendance pay via debit cards weekly to grand jurors.				
1.14.11 The system shall provide the ability to issue checks in the event the debit card system is inoperable.				
1.14.12 The system shall provide for the automatic payment by check on a weekly basis (on Friday) for all fees (travel and/or juror fees) owed to jurors to date.				
1.14.13 The system shall imprint "VOID after 60 days." on all checks produced.				
1.14.14 The system shall provide a report that reflects outstanding checks (checks issued but have not cleared the bank) in excess of 60 days.				
1.14.15 The system shall provide the ability to reconcile checks issued with a "cleared checks" file provided by the D.C. Courts' financial institution.				
1.14.16 The system shall provide the ability to generate forms 1099 Misc for individuals receiving compensation for juror services. This shall be done per IRS requirements.				
1.14.17 The system shall produce an electronic file of the generated 1099 Misc forms for transmittal to the Internal Revenue Service in accordance with				

Requirements	Yes	Future Release Version / Date	Customization/ Modification Required	Further Info Provided by Contractor
IRS specifications.				
1.15 Internet Web and Mobile Features				
1.15.1 The system shall provide potential jurors the option of qualifying, requesting a postponement and/or an excusal on line. The system shall verify juror's actual last dates of service if a juror indicates service in the last two years. The system shall provide notification of online excuse requests. Deferrals should be processed only if a juror is qualified & meets requirements to obtain a deferral.				
1.15.2 The system shall provide for the linking of jurors to existing jurisdictional websites such as the D.C. Courts web site that is dedicated to jury management for updates on service dates, policies, directions, etc.				
1.15.3 The system shall provide the ability to allow jurors to download proof of payment and service dates.				
1.15.4 The system shall provide the ability to allow jurors to reprint their summons with a juror's barcode/QR code.				
1.15.5 The system shall provide the ability to specify any downtime that might restrict juror access.				
1.15.6 The system shall provide the ability to provide easily navigable integrated "help-screens" (including coded fields).				
1.15.7 The system shall provide the ability to integrate with the Court e-mail processing system.				
1.15.8 The system shall provide the ability to integrate with forms used by the Court in the qualification/summonsing process.				
1.15.9 The system shall provide the ability to provide security for transmission of this information between prospective jurors and the Courts.				

Requirements	Yes	Future Release Version / Date	Customization/ Modification Required	Further Info Provided by Contractor
1.15.10 The system shall have the ability to provide content and allow users to provide input for Microsoft Internet Explorer, Google Chrome, and Mozilla Firefox.				
1.16 Interactive Voice Response (IVR)				
1.16.1 The system shall provide the ability for an automated call-in system.				
1.16.2 The system shall provide the ability to allow jurors to confirm service.				
1.16.3 The system shall provide the ability to allow qualified jurors to postpone service to a valid and approved date.				
1.16.4 The system shall provide the ability to notify users of results of confirmation/postponement.				
1.16.5 The system shall provide the ability to allow jurors to check current status: date scheduled, confirmed/disqualified, on standby, etc.				
1.16.6 The system shall provide the ability to effectuate all database changes that would have been performed by the jury application.				
1.17 Administrative Mode				
1.17.1 The system shall provide for print management.				
1.17.1.1 The system shall provide the ability to support network printing.				
1.17.1.2 The system shall provide the ability to support automatic/scheduled printing of reports.				
1.17.1.3 The system shall provide the ability to monitor, pause, and cancel print jobs.				
1.17.2 The system shall provide for job scheduling.				
1.17.2.1 The system shall provide the ability to schedule, monitor, pause, and cancel batch procedures.				
1.17.3 The system shall provide the ability to view the log of application errors.				
1.17.4 The system shall provide for security (the ability to create, edit, delete users and assign roles and responsibilities for users).				

Requirements	Yes	Future Release Version / Date	Customization/ Modification Required	Further Info Provided by Contractor
1.17.5 The system shall provide for application configuration.				
1.17.6 The system shall provide for table maintenance.				
1.18 Maintenance Mode				
1.18.1 The system shall provide the ability for administrative users to define, add, modify and delete data values contained in configuration/reference tables.				
1.18.2 The system shall provide the ability for real-time updates.				
1.18.3 The system shall provide the ability to add jurors ad hoc.				
1.18.4 The system shall provide the ability to enter and maintain codes and tables with values that are user defined such as (but not limited to):				
1.18.4.1 The system shall provide the ability to enter and maintain Court locations.				
1.18.4.2 The system shall provide the ability to enter and maintain ZIP Codes.				
1.18.4.3 The system shall provide the ability to enter and maintain qualification/disqualification codes.				
1.18.4.4 The system shall provide the ability to enter and maintain deferral reason codes.				
1.18.4.5 The system shall provide the ability to enter and maintain deferral limits per report date.				
1.18.4.6 The system shall provide the ability to enter and maintain excuse reason codes.				
1.18.4.7 The system shall provide the ability to enter and maintain holidays.				
1.18.4.8 The system shall provide the ability to enter and maintain judges.				
1.18.4.9 The system shall provide the ability to enter and maintain juror select/restrict codes.				
1.18.4.10 The system shall provide the ability to enter and maintain disabled jurors / jurors with special needs.				
1.18.4.11 The system shall provide the ability to consolidate identities.				

Requirements	Yes	Future Release Version / Date	Customization/ Modification Required	Further Info Provided by Contractor
1.19 Data Conversion				
1.19.1 The contractor shall provide a plan for converting legacy data for approval by the Court.				
1.19.2 The contractor shall convert legacy data to the new JMS database structure.				
1.20 Archive Management				
1.20.1 The system shall provide the ability to archive selected juror information pertaining to varying periods of time and according to record retention guidelines.				
1.20.2 The system shall provide the ability to restore selected archives to a production database.				
1.21 Interfaces				
1.21.1 The system shall provide the interface to the D.C. Courts case management and scheduling system.				
1.21.2 The system shall provide an interface to a scan/barcode/QR code system.				
1.21.3 The system shall provide an interface to the Interactive Voice Response system.				
1.21.4 The system shall provide a Juror summons response via Email and/or SMS.				
1.21.5 The system shall provide the Juror summons response via web page.				
1.21.6 The system shall provide an interface to the Bank/Debit Card system.				
1.21.7 The system shall provide an interface to the D.C. Court's business intelligence system (Oracle OBIEE).				
1.21.8 The system shall provide an interface to the D.C. Court's Access Control System to grant and revoke jurors' access badges.				
1.22 Testing				
1.22.1 After installation, the contractor shall perform tests to make sure that the system is performing in accordance with the requirements of this RFP.				

Requirements	Yes	Future Release Version / Date	Customization/ Modification Required	Further Info Provided by Contractor
1.23 Training				
1.23.1 The contractor shall provide on-site training for 10 end users in the Jurors Office and 5 IT division staff identified by the assigned D.C. Courts' project manager.				
1.23.2 The contractor shall coordinate training with the D.C.Courts' project manager.				
1.23.3 The training shall include written training materials concerning the use and troubleshooting of the JMS.				
1.24 Documentation / Escrow				
1.24.1 The contractor shall keep the JMS source code in escrow in the event the contractor goes out of business or otherwise cannot support the product.				
1.24.2 The contractor shall provide a "User's Guide" in both paper and unrestricted PDF format.				
1.24.3 The contractor shall provide an "Administrator's Guide" in both paper and unrestricted PDF format.				
1.24.4 The contractor shall provide a data dictionary with data fields with descriptions and functional usage comments.				
1.24.5 The contractor shall provide an entity relationship diagram (ERD) in both paper and unrestricted PDF format.				
1.24.6 The contractor shall provide a data flow dictionary (DFD). The contractor shall provide documentation for the system including installation and configuration scripts for the system and all interfaces in both paper and unrestricted PDF format.				
1.24.7 The contractor shall provide and update release notes for all system updates.				
1.25 Optional Requirements				
1.25.1 The system shall provide the ability to collect and report data on total number of plaintiff and				

Requirements	Yes	Future Release Version / Date	Customization/ Modification Required	Further Info Provided by Contractor
defendant peremptory challenges.				
1.25.2 The system shall provide data on not reached jurors.				
1.25.3 The system shall provide the ability to forecast the number of jurors needed on a given day based on specified yield.				
1.25.4 The system shall generate the case information sheet.				
1.25.5 The system shall provide for capturing the form of identification used to verify jurors upon arrival at the Jurors' Office.				

C.4 **PROJECT MANAGEMENT APPROACH**

- C.4.1 The Contractor shall develop a “JMS Project Plan” for JMS implementation. The following components of the JMS Project Plan shall be submitted to the Courts within two weeks of the date of contract award:
- C.4.1.1 **Work Breakdown Structure (WBS).** The Contractor shall provide a work breakdown structure (WBS) that identifies all tasks in the project life cycle. The WBS can be in graphic or outline form.
- C.4.1.2 **Resource Management Plan.** The Resource Management Plan shall identify the resources required to execute tasks in sufficient quantity to maintain the established project/task schedule. The resource management plan shall detail the manner in which resources shall be assigned and the method through which resource deficiencies shall be addressed. Contractors are to include a list of individuals who shall require facilities and space within the D.C. Court’s offices and time period.
- C.4.1.3 **Communications Plan.** The Communications Plan shall describe the methods of communication, the timing, and the target audience concerning the contributions, commitments, and challenges for the project.
- C.4.1.4 **System Testing Plan.** The System Testing Plan shall describe the methods for carrying out testing of the JMS system throughout implementation. The System Testing Plan shall include the methodology for sharing the Contractor’s system test results.
- C.4.1.5 **Change Management Plan.** The Change Management Plan shall describe a change procedure that shall be used in situations where a change occurs to the project as defined in this Statement of Work.
- C.4.1.6 **Risk Management Plan.** The Risk Management Plan shall define risks and mitigation strategies.
- C.4.2 The following additional components of the JMS Project Plan shall be submitted to the Courts within two months of the date of contract award:
- C.4.2.1 **Legacy Data Migration Plan.** The Legacy Data Migration Plan shall identify the methodology for converting legacy data. Additionally, the Legacy Data Migration Plan shall describe the implementation strategy for a final cutover from the legacy mainframe system to the new JMS production mode.
- C.4.2.1.1 The Legacy Data Migration Plan shall include quality assurance testing by the Contractor to verify the accuracy of the legacy data migration.

- C.4.2.2 **Training Plan.** The Training Plan shall describe a plan for providing on-site training for ten (10) end users in the Jurors' Office and five (5) IT Division staff in the use and support of the JMS selected. The Training Plan shall include written training materials and user manuals.
- C.4.2.3. **User Acceptance Testing Plan.** The User Acceptance Testing Plan shall provide for an operational user testing period of 60 days for all software prior to final acceptance.
- C.4.2.4 **JMS Final Acceptance Testing Plan.** The JMS Final Acceptance Testing Plan shall provide for the testing of all requirements specified in the contract. The appropriate end-user and the Court's IT representative associated with that requirement shall test and verify each requirement. The Contractor's representative shall be present during each testing procedure and shall document any problems or modifications as required.

C.5 **WARRANTY**

The Contractor shall provide support for the JMS system for a period of 365 days beyond final acceptance under section E.1. and shall fix the software defects defined below under warranty.

- a. A reproducible software defect that is critical in nature, i.e., makes critical features of the system unusable. "Reproducible" means consistently repeatable by following the same steps each time.
- b. A reproducible defect in the software that causes the application not to function properly as described in section C.3.

END OF CLAUSE

PART 1

SECTION D - PACKAGING AND MARKING

This section is not applicable to this solicitation.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 INSPECTION OF SERVICES

E.1.1 **DEFINITIONS:** "Services," as used in this section, includes services performed, workmanship, and material furnished or utilized in the performance of services.

E.1.2 **Right to inspect and test all services:** The District of Columbia Courts have the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The District of Columbia Courts shall perform inspections and test in a manner that shall not unduly delay the work.

E.1.3 **Failure to perform promptly:** If the Contractor fails to promptly perform the services in accordance with the Work Breakdown Structure or take the necessary action to ensure performance in conformity with the contract requirements, the District of Columbia Courts may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the District of Columbia Courts that is directly related to the performance of such service or (2) terminate the contract for default.

E.1.4 **Correction of Non-Conformities.** Correction of non-conformities revealed by testing must be performed by the Contractor before the Court's acceptance of the JMS and at the price provided in the contract. No additional costs for making corrections to meet the requirements found deficient during testing shall be allowed.

E.1.5 **Operational Testing and Final Acceptance:** Subsequent to completion of the testing required herein, all software shall undergo an operational testing period prior to final acceptance. The Court shall accept the JMS after it is fully operational without any material non-conformities with the specifications in any of the Deliverables for a continuous 60 days.

END OF CLAUSE

SECTION F - DELIVERIES AND PERFORMANCE

F.1 TERM OF CONTRACT

F.1.1 The term of the contract shall be one (1) year from the date of award. The date of award shall be the date the Contracting Officer signs the contract document.

F.1.2 COMMENCEMENT OF WORK

The Contractor shall commence work on the contract award date.

F.2 DELIVERABLES

All Deliverables shall be in a form and manner acceptable to the District of Columbia Courts. The Contractor shall complete the tasks and provide to the Contract Administrator the deliverables specified in the JMS Project Plan in accordance with the Work Breakdown Structure.

F.3 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.3.1 The Courts may extend the term of this contract for a period of four (4) one-year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the Courts will give the Contractor preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the Courts to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

F.3.2 If the Courts exercises this option, the extended contract shall be considered to include this option provision.

F.3.3 The price for the option period shall be as specified in the Section B.3 of the contract.

F.3.4 The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

END OF CLAUSE

SECTION G -CONTRACT ADMINISTRATION DATA

G.1 **PAYMENT/INVOICES**

- G.1.1 **Payment will be made in accordance with the proposed contractor's payment schedule that is linked to specify milestones and deliverables identified in its Implementation Plan and accepted by the Court. Billing amounts shall not be considered earned until those milestones are completed and accepted by the Court. The Contractor shall prepare invoices in duplicate and submit original to the address listed below in section G.1 and a copy to the contract administrator. The Contract Administrator shall review each invoice for certification of receipt of satisfactory services prior to authorization of payment. Payments shall be made within 30 days after receipt and approval of invoices.**
- G.1.2 At a minimum, to constitute a proper invoice, the Contractor's invoice shall include the following information:
- a. Name and address of the Contractor;
 - b. The contract number and Contract Order number;
 - c. Invoice date;
 - d. Description, quantity, unit of measure, and extended price of the services of supplies actually rendered;
 - e. Date the services or supplies were rendered;
 - f. Shipping & payment terms;
 - g. Name and address of the Contractor official to whom payment is to be sent;
 - h. Name, title, phone number, and mailing address of person to be notified in the event of a defective invoice;
 - i. The Contractor's Electronic Fund Transfer (EFT) routing identification (bank name and code, account number) or the Contractor's complete remittance or check mailing address, including the name (where practicable), title, phone number, and complete mailing address of responsible official to whom payment is to be sent; and
 - j. Signature of a person so authorized to certify that the services or supplies were provided as stated.
- G.1.3 The Contractor shall submit final invoices within thirty (30) days after the expiration of this contract.
- G.1.4 In addition, the Contractor shall complete **Attachment J.9 - District of Columbia Courts Release of Claims form** and submit to the Contracting Officer after receipt of the last contract payment.

G.2. **PAYMENT OFFICE**

G.2.1 The Contractor shall prepare and submit invoices to:

Branch Chief
Financial Operations Division
Budget and Finance Division
D.C. Courts
616 H Street, N.W., Suite 600
Washington, D.C. 20001
202-879-2813

G.3 **BILLING/PAYMENT**

G.3.1 Payment to the Contractor for services satisfactorily performed shall be made by the Courts once the Contractor's certified invoice has been approved by the Contracting Officer's Technical Representative, or in the case of a dispute, subject to final determination by the Contracting Officer.

G.4 **AUDITS**

G.4.1 At any time or times before final payment and three (3) years thereafter, the Contracting Officer may have the Contractor's invoices or vouchers and statements of costs audited. Any payment may be reduced by amounts found by the Contracting Officer not to constitute allowable costs as adjusted for prior overpayment or underpayment. In the event that all payments have been made to the Contractor by the Courts and a discrepancy of overpayment is found, the Courts shall be reimbursed for said overpayment within thirty (30) days after written notification.

G.5 **CONTRACTING OFFICER AND CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE**

G.5.1 **Contracting Officer.** The District of Columbia Superior Court Contracting Officer who has the appropriate contracting authority is the only Courts official authorized to contractually bind the Courts through signing contract documents. All correspondence to the Contracting Officer shall be forwarded to:

Louis W. Parker
Administrative Officer
Administrative Services Division
District of Columbia Courts
616 H Street, N.W., Suite 622
Washington, D.C. 20001

G.5.2 **Contracting Officer's Technical Representative.** The Contracting Officer's Technical Representative (COTR) is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's performance or non-performance of the contract requirements. In addition, the Contract Administrator is responsible for the day-to-day monitoring and supervision of the

contract. The COTR shall be:

Ronald Berry
Production Support Manager
Information and Technology Division
410 E. Street, N.W. Suite 2400
Washington, D.C. 20001
Telephone Number: 202-508-1849
Ronald.Berry@dcsc.gov

G.6 **AUTHORIZED REPRESENTATIVE OF THE CONTRACTING OFFICER**

G.6.1 The COTR will have the responsibility of ensuring that the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in this contract. It is understood and agreed that the COTR shall not have authority to make changes in the scope or terms and conditions of the contract.

G.6.2 **THE RESULTANT CONTRACTOR IS HEREBY FOREWARNED THAT ABSENT THE REQUISITE AUTHORITY OF THE CONTRACT ADMINISTRATOR TO MAKE ANY SUCH CHANGES, CONTRACTOR MAY BE HELD FULLY RESPONSIBLE FOR ANY CHANGES NOT AUTHORIZED IN ADVANCE, IN WRITING, BY THE CONTRACTING OFFICER, MAY BE DENIED COMPENSATION OR OTHER RELIEF FOR ANY ADDITIONAL WORK PERFORMED THAT IS NOT SO AUTHORIZED, AND MAY BE ALSO BE REQUIRED, AT NO ADDITIONAL COST TO THE COURTS, TO TAKE ALL CORRECTIVE ACTION NECESSITATED BY REASON OF THE UNAUTHORIZED CHANGES.**

END OF CLAUSE

SECTION H - SPECIAL CONTRACTS REQUIREMENTS

H.1 OTHER CONTRACTORS

The Contractor shall not commit or permit any act which will interfere with the performance of work done by any other Courts Contractor or by any Courts employee. If another contractor is awarded a future contract for performance of the required services, the original contractor shall cooperate fully with the Courts and the new contractor in any transition activities which the Contracting Officer deems necessary during the term of the contract.

H.2 DISCLOSURE OF INFORMATION

H.2.1 Any information made available by the District of Columbia Courts shall be used only for the purposes of carrying out the provisions of this contract, and shall not be divulged nor made known in any manner to any person except as may be necessary in the performance of the contract.

H.2.2 In performance of this Contract, the Contractor agrees to assume responsibility for protection of the confidentiality of Courts records and that all work shall be performed under the supervision of the Contractor or the Contractor's responsible employees.

H.2.3 Each office or employee of the Contractor to whom information may be available or disclosed shall be notified in writing by the Contractor that information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions.

H.2.4 No information regarding the Contractor's performance of the contract shall be disclosed by the Contractor to anyone other than the District of Columbia Courts officials unless written approval is obtained in advance from the Contracting Officer.

H.3 RIGHTS IN DATA

H.3.1 "Data," as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

H.3.2 The term "Technical Data", as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for

example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

- H.3.3 The term “Computer Software”, as used herein means computer programs and computer databases. “Computer Programs”, as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.
- H.3.4 The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- H.3.3 All data first produced in the performance of this Contract shall be the sole property of the Courts. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the Courts under this Contract, are works made for hire and are the sole property of the Courts; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the Courts the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the Courts all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the Courts until such time as the Courts may have released such data to the public.
- H.3.6 The Courts will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties

have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:

- H.3.6.1 Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any Courts installation to which the computer may be transferred by the Courts;
- H.3.6.2 Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;
- H.3.6.3 Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.
- H.3.7 The restricted rights set forth in section H.3.6 are of no effect unless
 - (i) the data is marked by the Contractor with the following legend:

RESTRICTED RIGHTS LEGEND

Use, duplication, or disclosure is subject to restrictions stated in Contract No. DCSC-16-RP-0045 with _____; and

(Insert Contractor's Name)

- (ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the Courts' rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the Courts of liability with respect to such unmarked software.

- H.3.8 In addition to the rights granted in Section H.3.6 above, the Contractor hereby grants to the Courts a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section H.3.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the Courts under this contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the Courts under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the Courts any rights necessary to perfect a copyright

license of the scope specified in the first sentence of this paragraph.

- H.3.9 Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, H.3, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the Courts' or the Contractor's rights in that subcontractor data or computer software which is required for the Courts.
- H.3.10 For all computer software furnished to the Courts with the rights specified in Section H.3.3, the Contractor shall furnish to the Courts, a copy of the source code with such rights of the scope specified in Section H.3.3. For all computer software furnished to the Courts with the restricted rights specified in Section H.3.6, the Courts, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the Courts under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.
- H.3.11 The Contractor shall indemnify and save and hold harmless the Courts, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.
- H.3.12 Nothing contained in this clause shall imply a license to the Courts under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the Courts under any patent.
- H.3.13 Paragraphs H.3.6, H.3.7, H.3.8, H.3.11 and H.3.12 above are not applicable to material furnished to the Contractor by the Courts and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work.

H.4 **NEWS RELEASE BY CONTRACTOR**

- H.4.1 As a matter of policy, the Courts do not endorse the products or services of a contractor. News releases concerning any resultant contract from this solicitation will not be made by a contractor without the prior written approval of the Courts. All proposed news releases shall be routed to the Contracting Officer for review and approval.

H.5 **SECURITY REQUIREMENTS**

- H.5.1 The requirement for Contractor personnel to obtain a security clearance as designated by the Contracting Officer may arise per District of Columbia Courts security policies and procedures. The District of Columbia Courts will notify the Contractor of all such requirements as soon as practicable.

H.6 **CONTRACTOR PROJECT STAFF**

- H.6.1 The Contractor **shall not** change key Contractor staff (for this solicitation's project team) unless such replacement is necessary due to sickness, death, termination of employment, or unpaid leave of absence. Any such changes shall require formal written notice to the Courts. Replacement project staff shall have comparable or greater skills with regard to performance of the project as the staff being replaced and be subject to the provisions of this RFP and any resulting contract.

The Courts reserves the right to require removal or reassignment of the Contractor's project staff found unacceptable.

The Courts may conduct reference checks—and will conduct background checks (See H.5)—on the Contractor's project staff. The Courts reserves the right to reject the Contractor's staff as a result of such reference and background checks.

Notwithstanding anything to the contrary, the Courts shall have the option to terminate the contract, at its discretion, if it is dissatisfied with the Contractor's replacement project staff.

H.7 **AMERICANS WITH DISABILITIES ACT REQUIREMENTS**

- H.7.1 The Courts is fully committed to the Americans with Disabilities Act (ADA) which guarantees non-discrimination and equal access for persons with disabilities in employment, public accommodations, transportation, and all Courts programs, activities and services. Government contractors, subcontractors, vendors, and/or suppliers are subject to this ADA policy. All individuals having any Courts contractual agreement must make the same commitment. Your acceptance of this contract acknowledges your commitment and compliance with ADA.

- H.7.2 The technology must comply with the disability nondiscrimination and civil rights requirements of Section 504 of the Rehabilitation Act; the Americans with Disabilities Act and the Americans with Disabilities Act Amendment Act; the U.S. Department of Justice (DOJ) regulations implementing these acts and the

DOJ's regulatory agenda as set out in the supplemental advance notice of proposed rulemaking, *Nondiscrimination in the Basis of Disability; Accessibility of Web Information and Services of State and Local Government Entities* (May 9, 2016), or its successor; the U. S. Access Board's Section 508 Standards; **as well as** the World Wide Web Consortium's Web Content Accessibility Guidelines 2.0 (AA conformance level).

H.8

DEPARTMENT OF LABOR WAGE DETERMINATION

The Contractor shall be bound by the Wage Determination No. 2015-4281, Revision 3, dated 04/08/2016 issued by the U.S. Department of Labor in accordance with the Service Contract Act and incorporated herein as Attachment J.10 of this solicitation. The Contractor shall be bound by the wage rates for the term of the Contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option.

END OF CLAUSE

PART II

SECTION I - CONTRACT CLAUSES

I.1 APPLICABILITY OF GENERAL PROVISIONS APPLICABLE TO THE D.C. COURTS CONTRACTS

The General Provisions Applicable to D.C. Courts Contracts (Attachment J.1) shall be applicable to the contract resulting from this solicitation.

I.2 RESTRICTION ON DISCLOSURE AND USE OF DATA

Offerors who include in their proposals data that they do not want disclosed to the public or used by the Courts except for use in the procurement process shall so state in their proposal.

I.3 ETHICS IN PUBLIC CONTRACTING

The Offeror shall familiarize itself with the Court's policy entitled "Ethics In Public Contracting". The offeror shall abide by such provisions in submission of its proposal and performance of any contract awarded. See Attachment J.3.

I.4 DISPUTES

Any dispute arising under or out of this contract is subject to the provisions of Chapter 8 of the Procurement Guidelines of the District of Columbia Courts.
http://www.dccourts.gov/internet/documents/CourtsProcurementGuidelines_Revised2011-03-21.pdf

I.5 LAWS AND REGULATIONS

All applicable laws, Courts rules, procurement guidelines and regulations shall apply to the contract throughout, and they will be considered to be included in the contract the same as though herein written out in full.

I.6 NON-DISCRIMINATION

The Contractor agrees that it will comply with the nondiscrimination requirements set forth in D.C. Code, Section 2-1402.11(Supp. 2006) which will be incorporated into any contract awarded. The Contractor agrees to comply with requests from the Courts to support the Contractor's adherence to this section.

I.7 **EXAMINATION OF BOOKS AND RECORDS**

The Contracting Officer or any of the Contracting Officer's duly authorized representatives shall, until three years after final payment, have the right to examine any directly pertinent books, documents, papers and record of the Contractor involving transactions related to the contract.

I.8 **RECORD KEEPING**

The Contractor shall be expected to maintain complete and accurate records justifying all actual and accrued expenditures. The Contractor's records shall be subject to periodic audit by the Court.

I.9 **SUBCONTRACTS**

None of the Contractor's work or services hereunder may be subcontracted by the Contractor to any subcontractor without the prior, written consent of the Contracting Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement which the Courts shall have the rights to review and approve prior to its execution. Notwithstanding any such subcontractor approved by the Court, the Contractor shall remain liable to the Courts for all contractors' work and services required hereunder.

I.10 **PROTEST**

I.10.1 Any aggrieved person may protest this solicitation, award or proposed contract award in accordance with Chapter 8 of the Procurement Guidelines of the District of Columbia Courts. Protest shall be filed in writing, within ten (10) working days after the basis of the protest is known (or should have been known), whichever is earlier with the Contracting Officer at:

I.10.1.1 Administrative Services Division
District of Columbia Courts
616 H Street, N.W., Suite 612
Washington, D.C. 20001

I.10.2 A protest shall include the following:

I.10.2.1 Name, address and telephone number of the protester;

I.10.2.2 solicitation or contract number;

I.10.2.3 Detailed statement of the legal and factual grounds for the protest, including copies of relevant documents;

I.10.2.4 Request for a ruling by the Contracting Officer; and

I.10.2.5 Statement as to the form of relief requested.

I.11 **INSURANCE**

I.11.1 **General Requirements**

The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the Contracting Officer giving the evidence of required coverage prior to commencing work under this contract. In no event shall any work be performed until the required **Certificates of Insurance signed by an authorized representative of that insurer(s) have been provided to and accepted by the Contracting Officer.** All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed; have either an A.M. Best Company rating of A-VIII or higher. **All insurance shall set forth the District of Columbia Courts as an additional insured. The policies of insurance shall provide for at least thirty (30) day written notice to the District of Columbia Courts prior to their termination or material alteration.** The Contractor shall require all subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the Contracting Officer shall be given thirty (30) days prior written notice in the event that the stated limits in the declaration page is reduced via endorsement or the policy is cancelled prior to the expiration date shown on the certificate. The Contractor shall provide the Contracting Officer with ten (10) days prior written notice in the event of non-payment of premium.

I.11.1.1 **Automobile Liability Insurance**

The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of the contract. The policy shall provide a \$1,000,000.00 per occurrence combined single limit for bodily injury and property damage.

I.11.1.2 **Workers' Compensation Insurance**

The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

I.11.1.3 **Employer's Liability Insurance**

The Contractor shall provide employer's liability insurance as follows: \$1 million per accident for injury; \$1 million per employee for disease; and \$1 million for policy disease limit.

I.11.2 Duration

The Contractor shall carry all required insurance until the contract work is accepted by the Courts and shall carry the required General Liability; and any required Employment Practices Liability Insurance for five (5) years following final acceptance of the work performed under this contract.

I.11.3 Liability

These are the required minimum insurance limits required by the Courts.
HOWEVER THE REQUIRED MINIMUM INSURANCE REQUIREMENTS WILL IN NO WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.

I.11.4 Measure of Payment

The Courts shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance in the contract price.

I.11.5 Notification

The Contractor shall immediately provide the Contracting Officer with written notice in the event its insurance has or will be substantially changed, cancelled or not renewed, and provide an updated Certificate of Insurance to the Contracting Officer.

I.11.6 Certificates of Insurance

The Contractor shall submit Certificates of Insurance giving evidence of the required insurance coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

Maribel Torres
Contract Specialist
616 H Street, N.W.
Suite 612
Washington, DC 20001
Phone: 202-879-5514
maribel.torres@dcsc.gov

I.11.7 Disclosure of Information

The Contractor agrees that the Courts may disclose the name and contact information of its insurers to any third party which presents a claim against the Courts for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.

I.12 GOVERNING LAW

I.12.1 This contract, and any disputes arising out of or related to this contract, shall be governed by, and construed in accordance with, the laws of the District of Columbia.

I.13 CANCELLATION CEILING

I.13.1 In the event of cancellation of the contract because of nonappropriation for any fiscal year after fiscal year 2016, there shall be a cancellation ceiling of zero dollars representing reasonable preproduction and nonrecurring costs, which would be applicable to the items or services being furnished and normally amortized over the life of the contract.

END OF CLAUSE

PART III

LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

- J.1 D.C. Courts General Provisions For Use With DC Courts Supply And Services Contracts – November 2008**
- J.2 Anti-Collusion Statement**
- J.3 Ethics in Public Contracting**
- J.4 Non-Discrimination**
- J.5 Certification of Eligibility**
- J.6 Tax Certification Affidavit**
- J.7 Certification Regarding a Drug-Free Workplace**
- J.8 District of Columbia Courts Release of Claims**
- J.9 Past Performance Evaluation Form**
- J.10 Wage Determination No. 2015-4281, Revision 3, dated 04/08/2016**

PART IV

REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 CERTIFICATION REGARDING A DRUG-FREE WORKPLACE

K.1.1 Definitions. As used in this provision:

K.1.1.1 "Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C.) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

K.1.1.2 "Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

K.1.1.3 "Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

K.1.1.4 "Drug-free workplace" means the site (s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

K.1.1.5 "Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct costs employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

K.1.1.6 "Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

K.1.2 By submission of its offer, the offeror, if other than an individual who is making an offer that equals or exceeds \$25,000.00, certifies and agrees, that with respect to all employees of the offeror to be employed under a contract resulting from this solicitation, it will - no later than 30 calendar days after contract award (unless a longer period is agreed to in writing), for contracts of 30 calendar days or more performance duration, or as soon as possible for contract of less than 30 calendar days performance duration, but in any case, by a date prior to when performance is expected to be completed -

- K.1.2.1 Publish a statement notifying such employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- K.1.2.2 Establish an ongoing drug-free awareness program to inform such employees about -
- (i) The dangers of drug abuse in the workplace;
 - (ii) The Contractor's policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance program; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- K.1.2.3 Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph K.1.2.1 of this provision;
- K.1.2.4 Notify such employees in writing in the statement required by subparagraph K.1.2.1 of this provision that, as a condition of continued employment on the contract resulting from this solicitation, the employee will -
- (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction;
- K.1.2.5 Notify the Contracting Officer in writing within 10 calendar days after receiving notice under subdivision K.1.2.4 (ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. ;
- K.1.2.6 The notice shall include the position title of the employee; and _____
- K.1.2.7 Within 30 calendar days after receiving notice under subdivision K.1.2.4 (ii) of this provision of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
- (i) Take appropriate personnel action against such employee,

up to and including termination; or

(ii) Require such employee to satisfactorily participate in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

K.1.2.8 Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs K.1.2.1 through K.1.2.6 of this provision.

K.1.3 By submission of its offer, the offeror, if an individual who is making an offer of any dollar value, certifies and agrees that the offeror will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of the contract resulting from this solicitation.

K.1.4 Failure of the offeror to provide the certification required by paragraphs K.1.2 or K.1.3 of this provision, renders the offeror unqualified and ineligible for award. (See FAR 9.104-1(g) and 19-602-1(a)(2) (i) and (ii).

K.1.5 In addition to other remedies available to the Government, the certification in paragraphs K.1.2 or K.1.3 of this provision concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

K.1.6 **CERTIFICATION REGARDING A DRUG-FREE WORKPLACE**

Print Name of Authorized
Representative

Title

Signature of Authorized
Representative

END OF CLAUSE

PART IV

REPRESENTATIONS AND INSTRUCTIONS

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 PROPOSAL SUBMISSION AND IDENTIFICATION

L.1.1 The District of Columbia Courts will not accept a facsimile copy of a proposal as an original. Unless specifically authorized in the solicitation, the District of Columbia Courts shall not accept telegraphic offers.

L.1.2 The offeror shall conspicuously mark on the outside of the proposal package the name and address of the offeror and the following:

Solicitation Number: DCSC-16-RP-0045

Caption: "Jury Management System (JMS)"

Proposal Due Date & Time: June 15, 2016, No later than 2:00 P.M.

L.1.3 CONFIDENTIALITY OF SUBMITTED INFORMATION

L.1.3.1 Offerors who include in their proposals data that they do not want disclosed to the public or used by the District of Columbia Courts except for use in the procurement process shall mark the title page of the proposal document with the following legend:

L.1.3.1.1 *"This proposal includes data that shall not be disclosed outside the District of Columbia Courts and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process."*

L.1.3.2 The specific information within the proposal which the offeror is making subject to this restriction announced on the title page must be noted on the individual pages which contain it. The offeror shall mark each page containing confidential information or data it wishes to restrict with the following text:

L.1.3.2.1 *"Use or disclosure of data contained on this page is subject to the restriction on the title page of this proposal".*

L.1.3.3 Note that the District of Columbia Courts shall have the right to duplicate, use, or disclose the data to the extent consistent with the Court's internal needs in the procurement process. The Courts may, without permission of the offeror, use, without restriction, information contained in this proposal package if it is obtained

from another source.

L.1.4 Offerors may submit proposals either by **MAIL** or by **HAND DELIVERY/COURIER services** to the following address:

L.1.4.1 Proposals shall be **mailed** to the following address:

District of Columbia Courts
Administrative Services Division
Procurement and Contracts Branch
Attn: Maribel Torres, Contract Specialist
616 H Street, N.W., Suite 612
Washington, D.C. 20001
maribel.torres@dcsc.gov

L.1.4.1 Proposals shall be **hand delivered/courier services** to the following address:

District of Columbia Courts
Administrative Services Division
Procurement and Contracts Branch
Attn: Maribel Torres, Contract Specialist
701 7th Street, N.W., Suite 612
Washington, D.C. 20001
maribel.torres@dcsc.gov

L.2 **PROPOSAL INFORMATION AND FORMAT**

L.2.1 At a minimum, each proposal submitted in response to this RFP shall include sections, as set forth below, which address the approach for the work described in Section "C" - Description/Specifications/Work Statement. The proposal shall include the requisite legal representations, resources which will directly be employed in the project, client references, and a description of similar services provided by the offeror and its key personnel. Failure to address adequately any of these areas may result in the proposal being eliminated from consideration for award.

L.2.2 Proposals shall be prepared simply and economically, providing a straightforward, concise delineation of offeror's capabilities to satisfy the requirements of this RFP. Fancy bindings and colored displays or promotional material are not desired or preferred, but pages must be numbered. The proposal shall be prepared in two volumes. These shall be submitted in loose-leaf, three-ring notebooks for each copy of Volume I – Technical Proposal, and for each copy of Volume II - Price Proposal.

L.2.3 **Volume I - Technical Proposal** shall comprise the following tabs:

- Tab A Technical Capability (See Item No. M.2.1)
- Tab B Approach to Meeting JMS Requirements
(See Item No. M.2.2)
- Tab C Product Implementation (See Item No. M.2.3)
- Tab D Experience (See Item No. M.2.4)
- Tab E Implementation Plan (See Item No. M.2.5)
- Tab F Juror Management System Requirements Table
(Section C.3)

L.2.4 **Volume II – Price Proposal** shall comprise the following tabs:

- Tab A Price Information-detailed price breakdown (See
section L.2.7.)
- Tab B General Information – all completed/required forms
(See section L.2.4, L.2.5, L.2.6 and L.10)

L.2.2.3 **Each offeror shall submit one completed copy of the RFP, one (1) original and five (5) copies of the Technical Proposal, and one (1) original and five (5) copies of the Price Proposal separately bound. Each proposal shall be properly indexed and include all information requested in the RFP.**

L.2.4 **GENERAL INFORMATION**

L.2.4.1 Each Offeror must provide the following information in this section:

L.2.4.1.1 Whether the offeror is a corporation, joint venture, partnership (including type of partnership) or individual;

L.2.4.1.2 Ownership structure;

L.2.4.1.3 Ownership by foreign corporation with an interest exceeding five (5) percent.

L.2.4.1.4 Articles of incorporation, partnership or joint venture agreement;

L.2.4.1.5 **Copy of any current license, permit, registration or certification to transact business in the District of Columbia, if required by law to obtain such license, permit, registration or certification. If the offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements;**

L.2.4.1.6 If the offeror is a partnership or joint venture, names of general partners or joint ventures, and copies of any joint venture or teaming agreements; and

L.2.4.1.7 Name, address, and current phone number of offeror's contact person.

L.2.5 **PAST PERFORMANCE**

L.2.5.1 The information requested in this section shall facilitate the evaluation of the Offeror's past performance in delivering the Court's requirements as described herein.

L.2.5.2 The Offeror shall provide any information to substantiate the Offeror's past performance in completing the requirements of Section C. The Offeror shall provide the following information:

L.2.5.3 References: The name, address and contact person of three (3) references for which services of this nature have been provided in the past three (3) years.

L.2.5.4 **Past Performance Evaluation Form (Attachment J.9) will be used to query previous customers regarding Offerors past performance on contracts. Offerors shall assure that customers listed in the proposal complete and sign the Performance Evaluation Form and return them with the technical proposal submission. For each reference contacted, the contact person will be requested to confirm the Period of performance, dollar amount, Timeliness of Performance, Cost Control Business Relations and Customer Satisfaction.**

L.2.5.5 Past performance information will be used for responsibility determination. The Court will focus on information that demonstrates quality of performance relative to the similarity of scope, magnitude and complexity to that detailed in the RFP.

L.2.5.6 The Court reserves the right to contact the owners of projects known to have been completed within the last three (3) years but not supplied as references, and the information received may be used in the evaluation of past performance.

L.2.6 **DISCLOSURE**

L.2.6.1 This section of the proposal shall include the disclosure information described below:

L.2.6.1.1 **Disclosure details of any legal action or litigation past or pending against the offeror;**

L.2.6.1.2 **A statement that the offeror knows of no conflict between its interests and**

those of the District of Columbia Courts; and further that the offeror knows of no facts or circumstances that might create the appearance of a conflict between its interests and those of the District of Columbia Courts; and

- L.2.6.1.3 Documentary evidence (e.g. certificates) that the offeror is authorized to conduct business in the District, and the offeror is current in its tax obligation to the District of Columbia.

L.2.7 PRICE PROPOSAL BREAKDOWN

Offerors shall provide a detailed breakdown of its price for the work described below:

1. Project Management
2. System Analysis
3. System Development
4. System Testing
5. System Implementation
6. Development of Training Materials
7. End-User Training
8. Legacy System Data Conversion
9. Warranty support
10. Other

The offeror's price proposal shall include all costs for the required services. This pricing information will also be used for evaluation purposes.

L.3 PROPOSAL SUBMISSION DATE AND TIME, LATE SUBMISSION, MODIFICATIONS AND WITHDRAWALS

- L.3.1 Proposals shall be submitted no later than the date and time specified in the solicitation. Proposals, modifications to proposals, or requests for withdrawal that are received in the designated Courts office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

- L.3.1.1 The proposal or modification was sent by registered or certified mail no later than the fifth (5th) calendar day before the date specified for receipt of offers;

- L.3.1.2 The proposal or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the solicitation was caused by mishandling by the Courts after receipt; or

- L.3.1.3 The proposal is the only proposal received.

- L.3.2 The only acceptable evidence to establish the date of a late proposal, late

modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the proposal, modification or withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown in the postmark, the proposal shall be considered late unless the offeror can furnish evidence from the postal authorities of timely mailing.

L.3.3 A late proposal, late request for modification or late request for withdrawal shall not be considered, except as provided in this section.

L.3.4 A late modification of a successful proposal which makes its terms more favorable to the Courts shall be considered at any time it is received and may be accepted.

L.3.5 A late proposal, late modification or late withdrawal of offer that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful offers resulting from this solicitation.

L.4 **QUESTIONS**

L.4.1 Questions concerning this Request for Proposals must be directed by **e-mail** to:

Maribel Torres, Contract Specialist
Procurement and Contracts Branch
Administrative Services Division
District of Columbia Courts
616 H Street, N.W., Suite 612
Washington, D.C. 20001
E-mail address: maribel.torres@dcsc.gov
Telephone: 202-879-5514

L.4.2 For further information on submission of questions, please refer to section L.5 of this RFP.

L.5 **EXPLANATION TO PROSPECTIVE OFFERORS**

L.5.1 **Any prospective offeror desiring an explanation or interpretation of this solicitation must request it by email no later than **Thursday June 2, 2016, by 1:00 p.m.**** Requests should be directed to the procurement contact person at the e-mail address listed in Section L.4. Any substantive information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment to the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any

other prospective offerors. Oral explanations or instructions given before the award of the contract will not be binding.

L.6 **CHANGES TO THE RFP**

- L.6.1 The terms and conditions of this RFP may only be modified by written addenda issued by the Contracting Officer, any oral representations to the contrary notwithstanding.

L.7 **CONTRACT AWARD**

- L.7.1 The Courts intends to award a contract to the responsible offeror for the services required under this RFP to the offeror whose proposal is determined to be most advantageous to the Court, taking into consideration the evaluation factors set forth in Section M. In addition to the evaluation factors specified in Section M.2, a firm must meet the general responsibility criterion specified in section M.4 of this RFP to be considered for award.

- L.7.2 The Courts may award a contract on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the offeror's best terms from a standpoint of price, technical, and other factors.

L.7.3 **FINAL PROPOSAL REVISIONS (FPRS)**

The Courts may award a contract upon the basis of initial offers received, without discussions. Therefore, each initial offer shall contain the offeror's best terms from a cost and technical standpoint. However, if discussions are held with offerors, all offerors within the competitive range will be notified regarding the holding of discussions and will be provided an opportunity to submit written best and final offers at the designated date and time. If any modification is submitted, it must be received by the date and time specified and is subject to the "Late Submissions, Modifications and Withdrawals of Proposals" provisions of this solicitation. After receipt of best and final offers, no discussions will be reopened unless the Contracting Officer determines that it is clearly in the Courts best interest to do so. If discussions are reopened, the Contracting Officer shall issue an additional request for best and final offers to all offerors still within the competitive range.

L.8 **CANCELLATION OF AWARD**

- L.8.1 The District of Columbia Courts reserve the right, without liability to the Court, to cancel the award of any contract at any time prior to the approval of a formal written contract signed by the Executive Officer and Administrative Officer of the District of Columbia Courts.

L.9 **OFFICIAL OFFER**

- L.9.1 Offers signed by an agent shall be accompanied by evidence of that agent's authority unless that evidence has been previously furnished to the Contracting Officer.

L.10 **CERTIFICATIONS, AFFIDAVITS AND OTHER SUBMISSIONS**

- L.10.1 Offerors shall complete and return with their proposal the Acknowledgment of Amendments, Representations and Certifications (Section A of the solicitation), Attachment J.2 - Anti-Collusion Statement, Attachment J.4 - Non-Discrimination, Attachment J.5 - Certification of Eligibility, Attachment J.6 - Tax Certification Affidavit and Attachment J.7 - Certification of a Drug-Free Workplace and Attachment J.9 – Past Performance Evaluation Forms.

L.11 **RETENTION OF PROPOSALS**

- L.11.1 All proposal documents shall be the property of the District of Columbia Courts and retained by the Courts, and therefore will not be returned to the offerors. One (1) copy of each proposal shall be retained for official files and will become a public record after the award and open to public inspection. It is understood that the proposal will become a part of the official file on this matter without obligation on the part of the Courts except as to the disclosure restrictions contained in Section L.1.3.

L.12 **PUBLIC DISCLOSURE UNDER FOIA**

- L.12.1 Trade secrets or proprietary information submitted by an offeror in connection with procurement shall not be subject to public disclosure under the District of Columbia Freedom of Information Act (FOIA). This Act is not applicable to the Court. However, the offeror must invoke the protection of this section prior to or upon submission of the data or other materials; must identify the specific area or scope of data or other materials to be protected; and state the reasons why protection is necessary. A blanket proscription that the offeror's entire proposal is proprietary will have no effect whatsoever.

L.13 **EXAMINATION OF SOLICITATION**

- L.13.1 Offerors are expected to examine the Statement of Work and all instructions and attachments in this solicitation. Failure to do so will be at the offeror's risk.

L.14 **ACKNOWLEDGMENT OF AMENDMENTS**

- L.14.1 Offerors shall acknowledge receipt of any amendment to this solicitation by (a) signing and returning the amendment; (b) identifying the amendment number and

date in the proposal; or (c) letter. The District of Columbia Courts must receive the acknowledgment by the date and time specified for receipt of offers. Offeror's failure to acknowledge an amendment may result in rejection of the offer.

L.15 **RIGHT TO REJECT PROPOSALS**

L.15.1 The Courts reserves the right to reject, in whole or in part, any and all proposals received as the result of this RFP.

L.16 **PROPOSAL PREPARATION COSTS**

L.16.1 Each offeror shall bear all costs it incurs in providing responses to this RFP and for providing any additional information required by the Courts to facilitate the evaluation process. The successful offeror shall also bear all costs incurred in conjunction with contract development and negotiation.

L.17 **PRIME CONTRACTOR'S RESPONSIBILITIES**

L.17.1 Each offeror may propose services that are provided by others, but any service(s) proposed must meet all of the requirements of this RFP.

L.17.2 If the offeror's proposal includes services provided by others, the offeror will be required to act as the prime Contractor for all such items and must assume full responsibility for the procurement, delivery and quality of such services. The Contractor will be considered the sole point of contact with regard to all stipulations, including payment of all charges and the meeting of all requirements of this RFP.

L.18 **CONTRACT TYPE**

L.18.1 This is a firm-fixed price contract.

L.19 **FAILURE TO RESPOND TO SOLICITATION**

L.19.1 In the event that a prospective offeror does not submit an offer in response to the solicitation, the prospective offeror should advise the Contracting Officer by letter or postcard whether the prospective offeror wants any future solicitations for similar requirements. If the prospective offeror does not submit an offer for three successive offer openings and does not notify the Contracting Officer that future solicitations are desired, the prospective offeror's name may be removed from applicable mailing list.

L.20 **SIGNING OFFERS AND CERTIFICATIONS**

L.20.1 Each offer must provide a full business address and telephone number of the

offeror and **BE SIGNED BY THE PERSON OR PERSONS LEGALLY AUTHORIZED TO SIGN CONTRACTS.** All correspondence concerning the offer or resulting contract will be mailed to the address shown above on the offer in the absence of written instructions from the offeror or contractor to the contrary. Any offer submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any offer submitted by a corporation must include the signature and title of the person having authority to sign for the corporation. Upon request, an offeror shall provide to the Courts satisfactory evidence of authority of the person signing on behalf of the corporation. If an agent signs an offer, the offeror shall submit to the Contracting Officer, the agent's authority to bind the offeror. Offeror shall complete and sign all Representations and Acknowledgments, as appropriate. Failure to do so may result in the offer being rejected.

L.21 **ERRORS IN OFFERS**

- L.21.1 Offerors shall fully inform themselves as to all information and requirements contained in the solicitation. Failure to do so will be at the offeror's risk. In the event of a discrepancy between the unit price and the extended price, the unit price shall govern.

L.22 **AUTHORIZED NEGOTIATORS**

- L.22.1 The offeror shall include in its proposal a statement indicating those persons authorized to negotiate on the offeror's behalf with the District of Columbia Courts in connection with this Request for Proposals: (list names, titles, and telephone numbers of the authorized negotiators). Offerors are expected to examine the Statement of Work and all instructions and attachments in this solicitation. Failure to do so will be at the offeror's risk.

L.23 **ACCEPTANCE PERIOD**

The Offeror agrees, if its offer is accepted within one hundred twenty (120) days from the date specified in this solicitation for the submission of proposals, or if it is a Final Proposal Revision (FPR) and accepted within one hundred twenty (120) days from the date specified for submission thereof to furnish services at the price stated in the Price proposal, delivered or performed at the designated place within the time specified in this solicitation.

L.24 **PROPOSALS WITH OPTION YEAR PERIODS**

The offeror shall include option period prices in its price proposal. An offer may be determined to be unacceptable if it fails to include pricing for the option period(s).

L.25

ORAL PRESENTATIONS

Although the Court may award this contract without discussions, at its discretion, the Court may choose to invite Offerors determined to be in the competitive range to give a demonstration of their product. Should the Court choose to entertain demonstrations, the offerors determined to be in the competitive range shall be informed of the Court's intention. If demonstrations are requested, the invited presenters shall be asked to provide a one-hour demonstration of their product. The Court shall reserve up to a half hour for questions and answers after each demonstration.

END OF CLAUSE

PART V

SECTION M - EVALUATION FACTORS

M.1 EVALUATION FOR AWARD

All responses will be evaluated and ranked by the Court utilizing the Evaluation Criteria under Section M.2. A contract will be awarded to the responsible offeror whose offer is the lowest price and is technically acceptable based upon the evaluation criteria specified below and any interview/demonstration. Discussions may be conducted with the offerors determined to be in the competitive range. The Court reserves the right to reject any or all proposals determined to be inadequate or unacceptable. The Court may award a contract upon the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a price and technical standpoint.

M.2 EVALUATION CRITERIA

The following Technical Evaluation criteria will be used for the evaluation:

ITEM NO.	PROPOSAL SECTION	EVALUATION CRITERIA	POINTS
M.2.1	Tab A	Technical Capability: Sound, logical and reasonable approach to implementation, based on industry best practices, specifically ISO-9000 or SEI CMM Level 3 standards, compliant with the D.C. Court's SELC, taking full advantage of the available tools. Approach minimizes risk.	20
M.2.2	Tab B	Approach to meeting JMS Requirements: The maximum number of baseline functional requirements are already met by the product, and customization, rather than modification is required to meet the balance of requirements; the product shall be able to support all customization while still accepting standard upgrades in later product releases.	25
M.2.3	Tab C	Product implementation: The product has been implemented by the proposed team in at least three court systems of comparable size and complexity to the D.C. Courts, and has been in full operation for a minimum of six months, with successful risk mitigation, minimal problems, successful problem resolution and delivery of each phase of the implementation and integration on time and within budget. A narrative summary of the product implementation shall be included.	25
M.2.4	Tab D	Experience: The Corporate Team has the experience, staff, resources, and organizational stability to support the JMS project over its lifecycle.	15

M.2.5	Tab E	Implementation Plan: The Offeror provides a comprehensive plan for the implementation of the JMS system, with a well-defined plan, schedule and deliverables such that project management and progress tracking shall be effective, problems shall be identified quickly and addressed effectively, risk is mitigated, quality management is practiced and the project is evaluated on an ongoing basis using clearly defined, quantitative means, in accordance with Capability Maturity Model (CMM) Level 3 standards as defined by the Carnegie Mellon University at the following web address: http://www.sei.cmu.edu/index.cfm	15
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M.3 **PRICE PROPOSAL EVALUATION**

M.3.1 The Courts will not rate or score price, but will evaluate each Offeror's price proposal for realism, reasonableness, and completeness. This evaluation will reflect the Offeror's understanding of the solicitation requirements and the validity of the Offeror's approach to performing the work. Alternative price proposals, if considered by the Courts, will be evaluated on contract type risk, potential savings, other advantages or disadvantages to the Courts, and the discretion of the government.

M.3.2 **Realism.** The Courts will evaluate the realism of the proposed price by assessing the compatibility of proposed price with proposal scope and effect. In the evaluation the Courts will consider the following:

- a. Do the proposed prices reflect a clear understanding of the requirements?
- b. Do the proposed prices for performing various functional service requirements reflect the likely costs to the offeror in performing the effort with reasonable economy and efficiency?
- c. Are proposed prices unrealistically high or low?
- d. Are the proposed prices consistent with the technical and management/staffing approach (e.g., if the offeror proposes a staff of x people, the price proposal must account for x people)?

M.3.3 **Reasonableness.** In evaluating reasonableness, the Courts will determine if the Offeror's proposed prices, in nature and amount, do not exceed those which would be incurred by a prudent contractor in the conduct of competitive business. The assessment of reasonableness will take into account the context of the source selection, including current market conditions and other factors that may impact price. In the evaluation the Courts will consider the following:

- a. Is the proposed prices (for Section B – Supplies or Services and Price/Cost) comparable to the independent Courts cost estimate?
- b. Is the proposed labor/skill mix comparable to the projected Courts skill mix and/or sufficient to meet the Section C requirements based upon the offeror's technical and management approach?
- c. Are the proposed prices for hardware and software comparable to competitor's prices under this solicitation?
- d. Are the proposed prices for installing hardware and software comparable to competitor's prices under this solicitation?
- e. Are the proposed prices for warranty and customer support comparable to competitors' prices under this solicitation?

M.3.4 **Completeness.** In evaluating completeness, the Courts will determine if the Offeror's provides pricing data of sufficient detail to fully support the offer and permit the Courts to evaluate the proposal thoroughly. In the evaluation the Courts will consider the following:

- a. Do the proposed prices include all price elements the offeror is likely to incur in performing the effort?
- b. Are proposed prices traceable to requirements?
- c. Do proposed prices account for all requirements?
- d. Are all proposed prices supported with adequate data to permit a thorough evaluation?

M.4 **PROSPECTIVE CONTRACTOR'S RESPONSIBILITY**

M.4.1 In order to receive an award under this RFP, the Court's Contracting Officer must determine that the prospective contractor has the capability in all respects to perform fully the contract requirements. To be deemed responsible, a prospective contractor must establish that it has:

- M.4.1.1 Financial resources adequate to perform the contract, or the ability to obtain them;
- M.4.1.2 Ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;

- M.4.1.3 A satisfactory record of performance;
- M.4.1.4 The necessary organization, experience, accounting and operational control, and technical skills, or the ability to obtain them;
- M.4.1.5 Compliance with the applicable District licensing, tax laws, and regulations;
- M.4.1.6 The necessary production, construction, and technical equipment and facilities, or the ability to obtain them; and
- M.4.1.7 Other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.
- M.4.2 The Courts reserves the right to request from a prospective contractor information necessary to determine the prospective contractor's responsibility. Information is to be submitted upon the request of the Courts within the time specified in the request. Failure of an offeror to comply with a request for information may subject the offeror's proposal to rejection on responsibility grounds. If a prospective contractor fails to supply the requested information, the Court's Contracting Officer shall make the determination of responsibility or nonresponsibility based on available information. If the available information is insufficient to make a determination of nonresponsibility, the Court's Contracting Officer shall determine the offeror to be nonresponsible.

END OF CLAUSE